# AN AGREEMENT BETWEEN MARY GREELEY MEDICAL CENTER AND STORY COUNTY, IOWA TO PROVIDE BEHAVIOR AND MENTAL HEALTH SERVICES TO INMATES AT THE STORY COUNTY JAIL

This Joint and Cooperative Agreement (he	reinafter referred to as the "Agreement") is made and
entered into the day of	, 2022, pursuant to Code of Iowa, Chapter 28E, by
Mary Greeley Medical Center, (hereinafter	CENTER), Story County, Iowa, (hereinafter
COUNTY), for the purposes set out herein.	

## **SECTION 1. PURPOSE**

The purpose of this agreement is to establish a cooperative arrangement between COUNTY and CENTER wherein the COUNTY will pay CENTER for mental health services provided to the inmates housed at the Story County Jail for the duration of this agreement.

#### **SECTION 2. BACKGROUND**

The parties to this Agreement have recognized that there is a need for mental health services used in the treatment of "arrestees" defined as: "persons held in the Story County Jail for the time period after their initial appearance before a Judge or Magistrate until the time of their release". The parties also recognize that by working together the COUNTY can cover the payment for these services and the CENTER can provide the services for the duration of the agreement. Services provided included psychiatric assessment, medication management and medication administration for designated patients under order of the court. Services provided by this agreement exclude the cost of medication. The COUNTY will acquire, pay for and make available medications for CENTER staff to administer.

#### **SECTION 3. NO SEPARATE ENTITY CREATED**

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers or corporate powers of any party to this Agreement be affected in any way beyond the terms of this agreement.

## **SECTION 4. RATE OF COMPENSATION**

The COUNTY agrees to pay CENTER at the established rates (Psychiatrist \$190/hour; Nurse \$60 per visit, Paramedic \$60 per visit) for all Mental Health services provided to "arrestees" held in the Story County Jail. Services provided shall include but not be limited to all (appropriate medical personnel, psychiatric, administration of medication, etc.) services. The COUNTY will acquire, pay for and make available medications for CENTER staff to administer.

The rate of compensation will remain in effect, unless another adjustment is requested and agreed to by both parties. Such adjustment shall be in writing and duly executed by both parties.

#### **SECTION 5. DURATION**

This agreement shall continue in effect subject only to the change in the established rates of compensation provided for in section 4, unless terminated by either party pursuant to section 9.

#### **SECTION 6. ENTIRE AGREEMENT**

This Agreement represents the entire understanding among the parties and no party is relying on any representation or understanding which may have been made by the other party and which is not included in this Agreement.

#### SECTION 7. SEVERABILITY/INVALIDITY

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Cooperators to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

#### **SECTION 8. AMENDMENTS**

This Agreement may be amended at any time by an affirmative vote of the parties. Either party desiring an amendment to this Agreement shall notify the other party of its desire, and the reasons for the request.

Such a request shall be in writing to the other party, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.

If approved the amendment shall take effect upon execution.

# **SECTION 9. TERMINATION OF AGREEMENT**

Either party may individually terminate their participation in the agreement after providing the other a ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

# **SECTION 10. EFFECTIVE DATE**

This Agreement shall take effect upon execution by the parties as required by law, and filing with the Secretary of State in an electronic format as required by law.

#### **SECTION 11. NOTICES**

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for each party as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons at:

Story County: Chairperson, Story County Board of Supervisors

Story County Administration Building

900 Sixth Street Nevada, Iowa 50201

Mary Greeley Medical Center: Cory Geffre

**VP-CNO** 

Mary Greeley Medical Center

1111 Duff Ave. Ames, Iowa 50010

#### SECTION 12. NO ASSIGNMENT OR DELEGATION.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of the parties.

#### **SECTION 13. AUTHORITY AND AUTHORIZATION.**

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

## **SECTION 14. HEADINGS AND CAPTIONS.**

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

# **SECTION 15. SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their

duly authorized representatives.

MARY GREELEY MEDICAL CENTER	
By:Authorized Representative	
Authorized Representative	
Date:	
STORY COUNTY, IOWA	
Ву:	
Authorized Representative	
Date:	